goods, stipulating that the carrier shall not be liable for any damage in excess of a specified amount, does not, by the attempt to limit the carrier's liability, relieve it from liability for a loss occasioned by its negligence.

Carriers and shippers may agree upon a certain valuation for property when it is delivered for transportation. Such an agreement is binding, however the loss may be caused, provided it gives the bona fide value of the goods fixed by consent of both parties. *Hart* v. *P. R. R. Co.*, 112 U. S. 331; *Graves* v. *Lake Shore R. R. Co.*, 137 Mass. 33.

Where, however, the loss is caused by the carrier's negligence, and the stipulation limiting the amount of the carrier's liability fixes an arbitrary value printed in all bills of lading, and concerning the fairness of which the shipper has not been questioned, such stipulation is generally invalid. Encyl. of Law V, 133.

In most States where a carrier is not allowed to stipulate for total exemption from liability for a loss caused by its negligence, a stipulation *limiting* its liability for such loss would also doubtless be held void. *Chicago Ry. Co.* v. *Chapman*, 133 Ill. 96; *Muller* v. *P. R. R. Co.*, 134 Pa. 310. But in *Richmond, etc., R. R. Co.* v. *Payne*, 86 Va. 48, it was held that a carrier might by contract *limit* its liability for loss caused by its negligence, though it could not *exempt itself wholly.*

In New York, where carriers can exempt themselves from all liability for negligence, they certainly can also limit the amount recoverable for negligence. *Belger* v. *Dinsmore*, 51 N. Y. 166. They must, however, expressly state that the limitation or liability is to cover losses by negligence. No general term like "any damage," as used in the present case, will be sufficient; 89 N. Y. 370.

COMMON CARRIERS—JUDICIAL NOTICE—CUSTOM—MCKIBBIN ET AL. V. GREAT NORTHERN RY. CO., 80 N. W. 1052 (Minn.).—In this case the court took judicial notice of a general custom in regard to baggage operating in favor of the plaintiff. It, however, required him to show that the general custom controlled in the particular case, by proving affirmatively that there were no special conditions or limitations imposed upon it by the defendant railroad company in its dealings with him.

This requirement is criticized in a dissenting opinion, which says: "If the conditions and limitations referred to are a part of the general custom, we should take judicial notice of them also. If they are not a part of such general custom, but are restrictions placed on the general custom by the particular railroad company, then the burden was on it to plead and prove the particular limitation or condition so placed by it on the carrying of sample cases."

The court having taken judicial notice of a general custom apparently establishing the plaintiff's case, the burden would then appear to be on the defendant to show any exceptions to the general custom in its favor.

CORPORATIONS — EMPLOYES — WAGES — CONSTITUTIONALITY OF STATUTE — STATE V. HAUN, 59 Pac. 340. (Kan.).—Statute of 1897, I. Chapter 145, provides that it shall be unlawful for any person, firm, company, corporation or agent thereof, to pay any employé any wages except in lawful money or by check or draft. Section second of the act provides that any other mode of payment is void and shall be construed as coercion. By section four the act is made to apply only to corporations or "trusts" or their agents that employ ten or more persons. *Held*, that the act is unconstitutional and void, in that it violates the Fourteenth Amendment to the Constitution of the United States, which provides that it shall not deny to any person within its jurisdiction the equal protection of the laws.

That injustice would result from the enforcement of such an act must be obvious, for by its provision it is not unlawful for any person excepting a corporation which employs ten or more persons to coerce an employé. The point is made that "the same act of the same man would be unlawful to-day if his employer was a corporation or trust and employed ten men, while to-morrow

it would be lawful, provided in the meantime the corporation had discharged one of its employés.

The fact that a laborer shall not be allowed to exchange labor for the commodities of life seems a most startling proposition. *Godcharles* v. *Wigeman*, 113 Pa. 431-437.

C. J. Darter dissents on authority of *Shafler* v. *Mining Co.*, 55 Md. 74, and *Budd* v. *New York*, 148 U. S. 517. In the former case, which was similar to the one under review, the court held the statute to be valid, as the Legislature reserved the right to amend the charter of a corporation. In the latter it was held that a law which applied to elevator owners in places of 130.000 inhabitants, and did not apply to places of less population, was not an unjust discrimination.

EVIDENCE—UNLAWFULLY OBTAINED—BACON V. UNITED STATES, 97 Fed. 35.—A letter written by the comptroller of the currency to the president of a national bank was wrongfully taken from his private box and given to the officers of the United States. *Held*, that such letter was admissible in evidence on the part of the government in a prosecution of the president.

This point is, no doubt, decided according to weight of authority. *Commonwealth* v. *Dana*, 2 Metc (Mass.) 329, 337; *State* v. *Griswold*, 67 Conn. 290. While we appreciate the grounds on which these cases are decided, yet the admission of these papers as evidence will allow the person who offers them to profit by his own wrong. Violence will be done to the very spirit of the IVth Amendment of the United States Constitution and of those private actions that can be brought against an invasion of one's right to his papers. The aim of that rule which says a person shall not be compelled in a criminal case to give evidence against himself is destroyed. The dissenting opinion of Baldwin, J., in *State* v. *Griswold* above, although in a case not directly in point, is a strong expression of the view opposed to what has been generally held on this point.

EVIDENCE—VARYING RECEIPTS—TOWER V. BLESSING, 61 N. Y. Sup. 255.—A receipt of a sum, "in full of all demands to date" is not conclusive on the party executing it, but it may be contradicted or explained by parol evidence.

This decision is in conformity with the rule adopted by the New York courts in regard to receipts in full. They make no distinction between a receipt for a specified sum and a receipt in full. Both furnish only *prima facie* evidence and both are equally open to explanation and contradiction. *Ryan* v. *Ward*, 48 N. Y. 204. As a general rule a receipt in full is much more conclusive than a simple receipt. *Bouvier's Dictionary*. In general a receipt in full is conclusive when given with a knowledge of all the circumstances, and when a party giving it cannot complain of any misapprehension as to the compromise he was making; 52 Ill., 183; 63 Mich. 690.

In Connecticut a receipt in full will operate as a discharge to defeat any further claims, unless executed under such circumstances of mistake, accident or fraud as will authorize a court of equity to set it aside. *Fuller* v. *Crittenden*, 9 Conn. 401; *Aborn* v. *Rathbone*, 54 Conn. 444.

INTERPRETATION—ACT REGULATING THE PRACTICE OF MEDICINE—OSTEOPATHY—NOT AN AGENCY WITHIN THE MEANING OF 92 OHIO LAWS 44—STATE V. LIFFRING, 55 N. E. 168 (Ohio).—The language of the act is "Any person shall be regarded as practicing medicine or surgery within the meaning of this act, who shall append the letters M.B. or M.D. to his name or for a fee prescribe, direct, or recommend for the use of any person any drug or medicine or other agency for the treatment, cure or relief of any wound, fracture or bodily infirmity or disease." Liffring was indicted for practicing without a a certificate. The indictment was based upon the fact that he had for a fee prescribed osteopathy—defined in the case as a system of rubbing or kneading portions of the body—as a cure for a certain disease. The fact was admitted, but it was held not an agency within the meaning of the act.